

In re:
Allen Baxter, III
Debtor

Case No. 19-16493-amc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Feb 04, 2022

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 06, 2022:

Recip ID	Recipient Name and Address
db	+ Allen Baxter, III, 6923 Greenway Avenue, Philadelphia, PA 19142-1117

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 06, 2022

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 4, 2022 at the address(es) listed below:

Name	Email Address
DANIEL P. JONES	on behalf of Creditor LOANDEPOT.COM LLC djones@sterneisenberg.com, bkecf@sterneisenberg.com
DAVID M. OFFEN	on behalf of Debtor Allen Baxter III dmo160west@gmail.com, davidoffenecf@gmail.com; offendr83598@notify.bestcase.com
JACK K. MILLER	on behalf of Trustee WILLIAM C. MILLER Esq. philaecf@gmail.com, ecfemails@ph13trustee.com
JEROME B. BLANK	on behalf of Creditor LOANDEPOT.COM LLC paeb@fedphe.com
JOSHUA DOMER	on behalf of Creditor City of Philadelphia joshua.domer@phila.gov Edelyne.Jean-Baptiste@Phila.gov
KENNETH E. WEST	ecfemails@ph13trustee.com

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MARIO J. HANYON

on behalf of Creditor LOANDEPOT.COM LLC wbecf@brockandscott.com, mario.hanyon@brockandscott.com

REBECCA ANN SOLARZ

on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com rsolarz@kmlawgroup.com

THOMAS SONG

on behalf of Creditor LOANDEPOT.COM LLC tomysong0@gmail.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 10

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**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Allen Baxter III	<u>Debtor</u>	CHAPTER 13
MIDFIRST BANK	<u>Movant</u>	NO. 19-16493 AMC
vs.		
Allen Baxter III	<u>Debtor</u>	11 U.S.C. Section 362
Kenneth E. West, Esquire	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,861.22** which breaks down as follows;

Post-Petition Payments:	October 2021 to January 2022 in the amount of \$233.89/month
Suspense Balance:	\$112.34
Fees & Costs Relating to Motion:	\$1,038.00
Total Post-Petition Arrears	\$1,861.22

2. The Debtor shall cure said arrearages in the following manner:

a). Within fourteen (14) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$1,861.22**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$1,861.22** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due February 1, 2022 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$233.89 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 25, 2022

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Movant

Date: February 2, 2022

/s/ David M. Offen, Esquire
David M. Offen, Esquire
Attorney for Debtor

**No objection to its
terms, without
prejudice to any of
our rights and
remedies*

Date: February 2, 2022

/s/ Jack Miller, Esquire, for*
Kenneth E. West, Esquire
Chapter 13 Trustee

Approved by the Court this _____ day of _____, 2022. However, the court
retains discretion regarding entry of any further order.



Date: February 3, 2022

Bankruptcy Judge
Ashely M. Chan